

RIGHT-OF-WAY AND EASEMENT

STATE OF TEXAS                   §  
   §       KNOW ALL MEN BY THESE PRESENTS  
   §  
COUNTY OF TARRANT   §

That the undersigned, hereinafter called “Grantor” (whether one or more), for ten dollars (\$10.00) and other valuable consideration cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to **Peregrine Pipeline Company, L.P**, a Public Utility Company, located at 214 W. Texas, Suite 400, Midland, Texas 79701, hereinafter referred to as “Grantee”, its successors and assigns, the right-of-way and easement (“Easement”) exercisable from time to time to lay, construct, reconstruct, operate, maintain, inspect, test, repair, alter, add, protect, replace, change the size of and remove pipelines or telecommunications equipment and all related facilities both above and below ground (the “Facilities”) necessary or desirable for the operation or enjoyment of the Easement hereby granted. However, Grantee agrees that no above ground appurtenances other than Cathodic protection, if necessary shall be constructed on the property. Furthermore Grantee agrees to locate Cathodic protection against property line. The Easement shall be fifty (50’) feet in width during the period of initial construction, except where additional temporary space is needed for boring, and during temporary periods of time as maybe necessary in the future for Grantee to repair, loop or replace its Facilities. Upon completion and except for said temporary periods, the Easement shall revert to twenty (20’) feet in width, except in areas where pipe makes bends where the Easement shall revert to thirty (30) feet in width. Grantee shall have the right to select the exact location of the pipeline. The Easement is on and across the following described lands in Tarrant County, Texas:

Across a portion of that certain 4.9035 acres of land, more or less, out of the G. Gibson Survey, Abstract 406, Tarrant County, Texas from David A. Murin and Spouse, Jeri L. Murin to Clint Austin and Spouse, S. Jeanette Austin and being more fully described in a Warranty Deed with Vendor’s Lien, recorded in Document D208284307, Deed Records of Tarrant County, Texas.

**SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF, AS THOUGH FULLY INCORPORATED HEREIN.**

This Easement also covers and includes any and all lands owned or claimed by the Grantor adjacent or contiguous to the land described herinabove, whether the same is in said survey(s), although not included within the boundaries of the land described above. The right of ingress and egress limited to the Easement, only, and the right of assignment in whole or in part.

**TO HAVE AND TO HOLD** the Easement unto Grantee for as long as it is used for the purposes stated above and until released by recordable instrument.

The cash consideration paid for this Easement is in full payment for damages caused by the construction and startup of the Facilities including locations on the lands in which a temporary boring location is needed to pass Facilities beneath roads, creeks, highways, or lands Grantee desires or deems necessary and the installation of such Facilities. Nothing stated herein shall be construed as any advance payment for future damages, if any, to the surface of said lands and premises. After installation and construction of the Facilities, Grantee agrees to pay a reasonable and customary cash consideration to Grantor for the actual damages of Grantee’s future operations which substantially affect Grantors surface. Grantee shall provide written notification to Grantor/s of any such operations as soon as practical.

Grantee agrees to restore and level the surface of said land to, as nearly as can reasonably be done, to the same as said land existed prior to any such operations so that there may not be any permanent mounds, ridges, sinks or trenches along the Easement. Ground affected shall be left in a seed-ready condition.

Grantee agrees to restore all private roads, drainage and irrigation ditches and canals disturbed by the Grantee’s operations to their condition prior to such operations as nearly as can reasonably be done and during construction agrees to provide Grantor access, at its sole cost and risk, across the Easement where the Easement crosses private roads.

Grantee agrees to promptly repair and/or replace any and all fences cut or otherwise damaged in exercising any of the rights granted hereby and to H-frame with adequate posts (consisting of 4” pipe or larger, set 4’ deep and capped with steel) set in concrete if necessary, on both sides of the easement where cuts are made in fences, before the same are cut.

Grantee agrees to bury the pipeline(s) so that it has at least thirty-six (36) inches of cover. Grantee agrees that if the Facilities traverse the caprock on the land, Grantee shall slope the sides and otherwise cause cuts which will not cause any gullies to be washed by rainfall or water being shed which passes through the cut in the caprock.

Grantee agrees to pick up all trash along the Easement during construction, and any subsequent maintenance of the Facilities.

Grantee agrees to provide in advance (except in the event of an emergency) either two (2) days telephone notice or three (3) days written notice when employees or agents of Grantee are to be on ranch lands and/or ranch land roads of Grantors for the purpose of inspecting, maintaining or repairing the Facilities.

Grantee agrees to dispose of all large rock (consisting of rock which is 3" in diameter or larger) and other debris caused by excavation by burying such below plow depth or placing such on the premises at a mutually agreed location. All trees and brush excavated shall be chipped and shredded and spread on the Right-of-Way, or removed from the property leaving no excavation debris alongside the Right-of-Way. No open fires or flames shall be allowed upon the premises without the consent of Grantor.

Grantee agrees to the extent there is a fence with a gate on the property, which may be used by Grantee, to provide an adequate lock to prevent such from being opened by an unauthorized person, and not leave any fence or gate open or unlocked without the express written consent of Grantors.

Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand or cause of action that may be made or come against Grantor by reason or in any way arising out of any defect, imperfection, operation, maintenance or construction of the Facilities.

Grantor hereby reserves the right to use said land in any manner that will not prevent or interfere with the exercise by Grantee of its rights hereunder, provided, however, that Grantor shall not construct nor permit to be constructed, any house, building, improvements or obstructions within the permanent Easement, without the express prior written consent of the Grantee. In addition, Grantee, its successors and assigns, has the right to trim, cut down, or eliminate trees or shrubbery to the extent as may be necessary to prevent possible interference with the operation of the pipelines and to remove possible hazard thereto and other obstructions that, in its sole judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

It is expressly provided that this Easement does not cover or include any rights or privileges of hunting with firearms or dogs on the premises, and no right to fish thereon, nor the taking of game or fish in any manner, all such hunting and fishing rights being expressly reserved to Grantor, and Grantee agrees to instruct its agents, servants, employees and contractors, not to bring any firearms or hunting equipment on the premises and not to hunt or fish thereon, nor to take game or fish in any manner, and if such person or persons shall violate the provisions of this paragraph, Grantee agrees to instruct such person or persons not to thereafter enter upon the premises and they shall then and thereafter be trespassers thereon and subject to the penalties of the trespass laws of the State of Texas.


The interest of either Grantor or Grantee may be assigned, devised or otherwise transferred in whole or in part and the rights and obligations of the parties hereunder shall extend to their heirs, devisees, executors, administrators, successors and assigns. No change in ownership shall have the effect of reducing the rights or enlarging the obligations of either Grantor or Grantee.

This Easement may be executed in any number of counterparts, which taken collectively shall constitute a complete agreement by all the parties hereto. It is mutually agreed and understood that this Easement, as written, covers all the agreements and stipulations between the Grantor and Grantee, and no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

Executed and effective this 15<sup>th</sup> day of November, 2008, by Clint Austin and S. Jeanette Austin.

**GRANTOR:**

  
Clint Austin

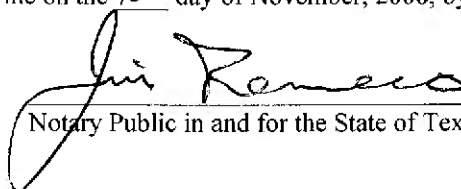
  
S. Jeanette Austin

ADDRESS: 923 Amanda Dr.  
Mansfield, Texas 76063

**THE STATE OF TEXAS**

**COUNTY OF TARRANT**

This instrument was acknowledged before me on the 15<sup>th</sup> day of November, 2008, by Clint Austin and S. Jeanette Austin.

  
Notary Public in and for the State of Texas

After Recording Please Mail to:  
Peregrine Pipeline Company, LP  
5751 Weatherford Hwy.  
Granbury, Texas 76049

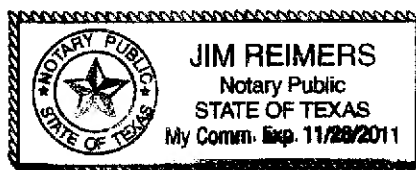


EXHIBIT "A"  
TARRANT COUNTY, TEXAS



GRID BEARINGS  
TEXAS NORTH CENTRAL ZONE  
SCALE: 1" = 200'  
0' 100' 200'

0+00 B.O.L. • PROPERTY LINE  
0+15 P.I. R.T. 89°44'  
0+53 P.I. L.T. 86°47'

3+65 E.O.L. • PROPERTY LINE

N 30°32'55" W 37.43'  
S 62°39'52" W 312.85'  
N 29°22'54" W 15.90'  
S 59°42'40" W 15.17'  
N 31°01'58" W 51.70'

R. D. GREAHAM, ET UX  
VOLUME 11718, PAGE 1610  
7.0 ACRES

M. POWELL  
INSTRUMENT #0199341539  
5.67 ACRES

C. AUSTIN, ET UX  
INSTRUMENT #0208284307  
4.9035 ACRES

I. LOZANO  
INSTRUMENT #0204367943  
8 ACRES

LEGEND

- ROAD WAY
- PROPOSED PIPELINE
- CONTINUING PIPELINE
- TRACT BORDER
- 60D NAIL SET
- CONCRETE MONUMENT
- FENCE CORNER

SCALE: 1" = 200'  
DATE: OCTOBER 17, 2008  
JOB NO.: 141295-AUSTIN  
DRAWN BY: C.A.R.  
SHEET: 1 OF 1



BISBEE EXTENSION

CENTERLINE DESCRIPTION

Centerline description of a proposed Right-of-Way being thirty feet in width, fifteen feet left, and fifteen feet right of the following described centerline located in a 4.9035 acre tract of land, as recorded in Instrument #D208284307, Deed Records, Tarrant County, Texas, . G. Gibson Survey, A-604, Tarrant County, Texas.

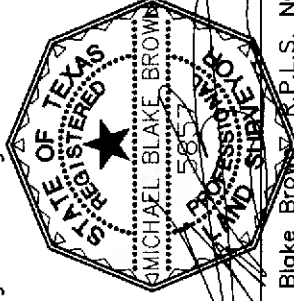
BEGINNING at a point on the East line of said 4.9035 acre tract, from whence a concrete monument found for the Northeast corner of said 4.9035 acre tract bears N 30°32'55" W, a distance of 37.43 feet;

Thence S 59°42'40" W, a distance of 15.17 feet to a 60D nail set for an angle corner;

Thence N 30°32'55" W, a distance of 37.43 feet to a 60D nail set for an angle corner;

Thence S 62°39'52" W, a distance of 312.85 feet to a point on the West line of said 4.9035 acre tract, and for the end of this description, from whence a fence corner found for the Northwest corner of said 4.9035 acre tract bears N 29°22'54" W, a distance of 15.90 feet;

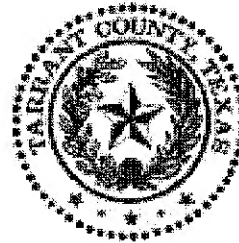
Total line footage containing 365.45 feet or 22.15 rods.



Michael Blake Brown, R.P.L.S. NO. 5857  
OCTOBER 17, 2008

TOPOGRAPHIC

SURVEYING • MAPPING • GIS • GPS  
5259 E. HWY 377 • GRANBURY, TEXAS 76049  
TELEPHONE: (817) 910-2672 • FAX (817) 326-5181



PEREGRINE PIPELINE CO LP  
5751 WEATHERFORD HWY

GRANBURY TX 76049

Submitter: JIM REIMERS

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 11/18/2008 11:53 AM  
Instrument #: D208430447  
LSE 4 PGS \$24.00

By: \_\_\_\_\_



**D208430447**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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